



(B) DUITNOW TRANSFER SERVICE TERMS AND CONDITIONS

The following terms and conditions (“**DuitNow Transfer Service Terms and Conditions**”) govern Your use of the DuitNow Transfer Service (as defined herein) as provided by Us and shall be read in addition to and in conjunction with the DuitNow Terms and Conditions as well as GXBank’s [Terms and Conditions Governing Retail Banking Products and Services](#), [Terms of Use](#) and [Data Privacy Policy](#) which is available at Our website, www.gxbank.my.

1. Definitions

Account	means an e-money account offered by issuers of e-money and all types of banking accounts offered by banks (except for fixed deposit accounts) including but not limited to, all types of conventional and/ or Islamic deposit accounts, savings accounts, current accounts, investment accounts, virtual internet accounts, and/ or line of credit accounts tied to payment cards where transaction is made.
Business Day	means any calendar day from Monday to Friday, except a public holiday or bank holiday in Selangor.
DuitNow ID	means an identifier of an account holder such as a mobile number, NRIC, passport number, army number or police number (in the case of an individual) or business registration number (in the case of a corporate customer) or any other identifiers as may be introduced by the DuitNow Operator from time to time.
DuitNow Owner & Operator	means Payments Network Malaysia Sdn. Bhd. (Company No. 200801035403 (836743-D)).
DuitNow Transfer Service	means a service which allows customers to initiate and receive instant credit transfers using a recipient's account number or DuitNow ID.
National Addressing Database or NAD	means a central addressing depository established by the DuitNow Owner & Operator that links a bank or an e-money account to a recipient's DuitNow ID and facilitates payment(s) to be made to a recipient by reference to the recipient's DuitNow ID.
Personal Data	means any information in respect of commercial transactions that relates directly or indirectly to a customer, who is identified or identifiable from that information which includes, but is not limited to, the customer's name, address, NRIC number, passport number, banking information, email address and contact details.
Recipient	means an individual who receives funds via the DuitNow Transfer Service.



2. Introduction

- 2.1 The DuitNow Transfer Service allows You to transfer an amount specified by You from Your designated Account maintained with Us, to a bank or e-money account maintained by Your recipient at a DuitNow Transfer participant via Pay-to-Account-Number and Pay-to-Proxy (Pay via DuitNow ID), or such other means as prescribed by Us or the DuitNow Owner & Operator from time to time.

3. DuitNow Transfer Service

- 3.1 If You wish to send funds via the DuitNow Transfer Service, You must first log into the GXBank mobile application (“**GX App**”) on Your mobile device and select Your Account to initiate a payment by entering the recipient’s DuitNow ID.
- 3.2 We will perform a “Name Enquiry” to verify the recipient’s registration of its DuitNow ID in the NAD and if the recipient is registered, We will display the name of such registered DuitNow Transfer recipient.
- 3.3 You are responsible for the correct entry of the recipient’s DuitNow ID and ensuring that the recipient’s name displayed is the intended recipient of the funds prior to confirming the DuitNow Transfer transaction.
- 3.4 We will notify You on the status of each successful or failed DuitNow Transfer transaction via the GX App in-app push notification and/ or through any other mode of communication as determined by Us.
- 3.5 You acknowledge and agree the We shall have no duty to and shall not be required to take any steps to verify or seek any other confirmation from any party as to whether such registered recipient is the intended recipient, and We shall not be liable for transferring the funds to such registered recipient even if such person is not the intended recipient.
- 3.6 Pursuant to Clause 3.5 above, You agree that once a DuitNow Transfer transaction is confirmed, it will be deemed irrevocable and You will not be able to cancel, stop or perform any changes to that DuitNow Transfer transaction.

4. Multiple Name Enquiry Requests

- 4.1 You are advised not to submit multiple “Name Enquiry Requests” without a confirmed DuitNow Transfer transaction. We shall not display the results of the “Name Enquiry Requests” upon five (5) consecutive Name Enquiry Requests that are not followed with a confirmed DuitNow Transfer transaction.
- 4.2 Without prejudice to any of Our rights and remedies, We reserve the right to terminate or suspend Your access to and use of the DuitNow Transfer Service where We consider in Our sole discretion that inappropriate, fraudulent or suspicious use is being made of the DuitNow Transfer Service, such as where multiple “Name Enquiry Requests” are submitted without a confirmed DuitNow Transfer transaction. You are advised to contact Us should You encounter any issues relating to the foregoing.

5. Recovery of Funds

- 5.1 You have rights in relation to the investigation and recovery of erroneous or mistaken transactions (as set out in Clause 6) and unauthorised or fraudulent transactions (as set out in Clause 7) made from Your Account held with Us via the DuitNow Transfer Service.

6. Erroneous DuitNow Transfer Transactions

- 6.1 If You have made an erroneous DuitNow Transfer transaction (“**Erroneous Transaction**”), You may request for assistance via the chat function in the GX App. Alternatively, You may call Our Customer Support team at +603 7498 3188 or email Us at ask@gxbank.my.

- 6.2 If You have made an Erroneous Transaction and Your request for recovery of funds is received by Us between one (1) to ten (10) Business Days from the date the Erroneous Transaction was made, We will work with the affected Recipient’s bank/ e-money issuer to return the said funds to You within seven (7) Business Day subject to the following:

6.2.1 the affected Recipient’s bank/ e-money issuer is fully satisfied that the funds were erroneously credited to the affected Recipient’s account;

6.2.2 if the affected Recipient’s account balance is sufficient to cover the recovery amount, the erroneously credited funds may be recoverable; and

6.2.3 if the affected Recipient’s account balance is not sufficient to cover the recovery amount, the erroneously credited funds may not be fully recoverable. We will work with the affected Recipient’s bank/ e-money issuer to return the funds that are available in the affected Recipient’s account back to You, however any shortfall due to insufficient funds available to be recovered from the affected Recipient’s account shall be deemed unrecoverable and We shall not be responsible to recover, reimburse or refund such shortfall to You arising from the Erroneous Transaction.

- 6.3 If You have made an Erroneous Transaction and Your request for recovery of funds is received by Us between eleven (11) Business Days and seven (7) months from the date the Erroneous Transaction was made, We will work with the affected Recipient’s bank/ e-money issuer to return the said funds to You within fifteen (15) Business Days subject to the following:

6.3.1 the affected Recipient’s bank/ e-money issuer is fully satisfied that the funds were erroneously credited to the affected Recipient’s account;

6.3.2 the affected Recipient’s bank/ e-money issuer will notify the affected Recipient in writing regarding the funds recovery requests whereby the erroneously credited funds would be recovered through debiting the affected Recipient’s account unless the affected Recipient provides reasonable evidence that the affected recipient is entitled to the funds in question within ten (10) Business Days of such notification. If the affected Recipient fails to establish his/ her entitlement to the funds, the affected Recipient’s bank/ e-money issuer shall debit the affected Recipient’s account and We will work with the affected Recipient’s bank/ e-money issuer to return the said funds to You within five (5) Business Days subject to the following:

- 6.3.2.1 if the affected Recipient's account balance is sufficient to cover the recovery amount, the erroneously credited funds may be recoverable; and
 - 6.3.2.2 if the affected Recipient's account balance is not sufficient to cover the recovery amount, the erroneously credited funds may not be fully recoverable. We will work with the affected Recipient's bank/ e-money issuer to return the funds that are available in the affected Recipient's account back to You, however any shortfall due to insufficient funds available to be recovered from the affected Recipient's account shall be deemed unrecoverable and We shall not be responsible to recover, reimburse or refund such shortfall to You arising from the Erroneous Transaction.
- 6.4 If You have made an Erroneous Transaction and Your request for recovery of funds is received by Us after seven (7) months from the date the Erroneous Transaction was made, We will work with the affected Recipient's bank/ e-money issuer to return the said funds to You within fifteen (15) Business Days subject to the following:
- 6.4.1 the affected Recipient's bank/ e-money issuer is fully satisfied that funds were erroneously credited to the affected Recipient's account;
 - 6.4.2 the affected Recipient's bank/ e-money issuer shall obtain from the affected Recipient the decision whether to grant consent to debit the affected Recipient's account within ten (10) Business Days from the date the affected recipient's bank/ e-money issuer notifies the affected recipient regarding the funds recovery request; and
 - 6.4.3 once consent is obtained, the affected Recipient's bank/ e-money issuer shall debit the affected Recipient's account and We will work with the affected Recipient's bank/ e-money issuer to return the said funds to You within five (5) Business Days subject to the following
 - 6.4.3.1 if the affected Recipient's account balance is sufficient to cover the recovery amount, the erroneously credited funds may be recoverable; and
 - 6.4.3.2 if the affected Recipient's account balance is not sufficient to cover the recovery amount, the erroneously credited funds may not be fully recoverable. We will work with the affected Recipient's bank/ e-money issuer to return the funds that are available in the affected Recipient's account back to You, however any shortfall due to insufficient funds available to be recovered from the affected recipient's account shall be deemed unrecoverable and We shall not be responsible to recover, reimburse or refund such shortfall to You arising from the Erroneous Transaction.

7. Unauthorised or Fraudulent DuitNow Transfer Transactions

- 7.1 For DuitNow Transfer transactions which were not authorised by You or which are fraudulent, We will, upon receiving a report from You alleging that an unauthorised or fraudulent DuitNow Transfer transaction has been made, remit the funds back to You provided the following conditions are met:

- 7.1.1 We shall conduct an investigation and determine within fourteen (14) calendar days from the date of Our receipt of such report whether the unauthorised or fraudulent payment as alleged by You did indeed occur; and
- 7.1.2 if We are satisfied that the unauthorised or fraudulent payment instruction did indeed occur and was not caused by You, We shall initiate a reversal process whereby all debit transactions posted to Your Account arising from the unauthorised or fraudulent payment instruction would be reversed.

8. Liability and Indemnity

- 8.1 You acknowledge and agree that, unless expressly prohibited by mandatory laws, We and the DuitNow Owner & Operator shall not be liable to You or any third party for any direct, indirect or consequential losses, liabilities, costs, damages, claims, actions or proceedings of any kind whatsoever in respect to any matter of whatsoever nature in connection with the DuitNow Transfer Service offered by Us arising from:
 - 8.1.1 Your negligence, misconduct or breach of any of these DuitNow Transfer Service Terms and Conditions;
 - 8.1.2 any erroneous transfer of funds by You, including any transfer of funds to the wrong DuitNow ID, wrong recipient or wrong third party;
 - 8.1.3 any failure, delay, error or non-transmission of funds due to system maintenance, breakdown or non-availability of any network, software or hardware of GXBank and the DuitNow Owner & Operator;
 - 8.1.4 insufficient funds in Your Account for processing of the transactions via the DuitNow Transfer Service;
 - 8.1.5 You exceeding Your daily transfer limit;
 - 8.1.6 any payment instruction given or purported to be given by You; or
 - 8.1.7 the suspension, termination or discontinuance of the DuitNow Transfer Service.
- 8.2 You shall indemnify, defend and hold Us, Our affiliates, and the DuitNow Owner & Operator harmless from and against any claims, proceedings, actions, losses, damages, costs (including all legal costs on an indemnity basis), liabilities or expenses resulting from or arising in connection with any fault, act or omission by You (including but not limited to Your negligence, misconduct or breach of any of these DuitNow Transfer Service Terms and Conditions).

9. General

- 9.1 You acknowledge and agree that We have the right to:
 - 9.1.1 revise, change, restrict, vary, suspend or modify these DuitNow Transfer Service Terms and Conditions and Conditions; or
 - 9.1.2 impose charges or revise the charges for the use of the DuitNow Transfer Service,



at any time by providing You with thirty (30) calendar days' notice by way of posting on Our website (<https://gxbank.my/notices>) and/ or through any other mode of communication as determined by Us. Such revisions or imposition as aforementioned shall take effect from the date stated in the notice. Where You continue to access or use the DuitNow Transfer Service after such notification, You shall be deemed to have agreed to and accepted such revisions or imposition as aforementioned.

- 9.2 You acknowledge that We may terminate Your use of the DuitNow Transfer Service with Us for any reason, at any time with prior written notice to You.
- 9.3 You consent to the collection, use and disclosure of Your Personal Data by Us, Our affiliates, Our service providers and the DuitNow Owner & Operator as required for the purposes of the DuitNow Transfer Service.
- 9.4 These DuitNow Transfer Service Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia and You agree to submit to the exclusive jurisdiction of the courts of Malaysia in respect of any dispute arising from or in relation to these DuitNow Transfer Service Terms and Conditions.
- 9.5 If You have any enquiries, feedback and/ or request for assistance relating to the DuitNow Transfer Service, please contact Our Customer Support team via the chat in the GX App. Alternatively, You may call Us at +603 7498 3188 or email Us at ask@gxbank.my.